proceeding against other parties. *Consumer's Gas Co. v. Am. Electric Co.* (1892, C. C. A. 3d) 50 Fed. 778. But there is a breach where an injunction against the use of the purchased article has been secured. *The Electron, supra.* The nature of the goods in the instant case was such that they were intended to be sold rather than kept for use. The privilege of selling these goods with the labels was as truly a part of the title intended to be conferred upon the plaintiff as was the right of possession. Where the right of possession has been questioned, the purchaser may voluntarily surrender on demand of the true owner and claim damages for breach of warranty. *Jordan v. Van Dusee* (1917) 139 Minn. 103, 165 N. W. 877. Similarly, it is submitted, the purchaser should be allowed voluntarily to sell without the labels and bring an action for breach of warranty.

SURETYSHIP—CRIMINAL BAIL BOND—CONTINUANCE PENDING TRIAL DOES NOT RELEASE SURETY.—The defendant was surety on a criminal bail bond for one Cooper, who had been indicted by a grand jury. Cooper appeared at the next term of court and the case was continued by agreement of the attorneys. When subsequently the case was called, Cooper did not appear and this action was brought against the surety to recover on the bond. *Held,* that the continuance of a criminal cause, pending trial, does not release a surety on the bail bond. *State v. Cooper* (1920, Minn.) 180 N. W. 99.

It is a general rule that a binding agreement made by the creditor to extend the time of the principal discharges the surety. *Kissire v. Plunkett-Jarrell Co.* (1912) 103 Ark. 473, 145 S. W. 567. The reason underlying this is that such an extension of time is prejudicial to the surety, since it increases his risk. This rule, however, does not apply here because of the difference between the ordinary surety and a criminal bail. The ordinary surety is under no duty prior to the default by the principal, and payment by him discharges the obligation of the principal to the creditor. The surety on a criminal bail bond is under a duty to secure the appearance of his principal before the court for the purposes of justice, and payment by the surety does not discharge the obligation of the accused to appear in court. The latter surety is an officer of the court who guards the accused in lieu of the jailor. *Suggs v. State* (1914) 129 Tenn. 498, 167 S. W. 122. There is a conflict as to whether a continuance of the cause discharges the surety. The courts which, in accord with the instant case, regard the ordinary criminal bail bond as one continuing until the case is finally disposed of, hold that a continuance does not discharge the surety upon the theory that the duty as policeman does not cease until the accused is either finally convicted or acquitted. *St. Louis v. Young* (1911) 235 Mo. 44, 138 S. W. 5; *State v. Williams* (1909) 84 S. C. 21, 65 S. E. 982. Following this theory it was held that a bail bond remained effective after a mistrial was ordered. *State v. Eure* (1916) 172 N. C. 874, 89 S. E. 788. Other courts construe the bond as meaning that the obligation of the surety is only to have the accused appear on the first day of a certain term and be in attendance until the end of said term, unless sooner discharged, and at the end of this term the surety is released. The theory here is that the accused should be remanded to jail at the end of the term or a new bond executed. *Lane v. State* (1897) 6 Kan. App. 106, 50 Pac. 905; *State v. Murdock* (1900) 59 Neb. 521, 81 N. W. 447. It seems that on the grounds of convenience and expediency the former view is to be preferred.

TAXATION—FOREIGN CORPORATIONS—WHAT CONSTITUTES "DOING BUSINESS."—The New York Tax Commission, the defendants, imposed upon the plaintiff, a foreign corporation, a license fee and a franchise tax under the Tax Law, secs. 181, 182, (N. Y. Consol. Laws 1909, c. 60) based on business done during 1916.